

*Our Vision - The City of Weldon Spring fosters a premier Community that is a safe place to live and enjoy life.*



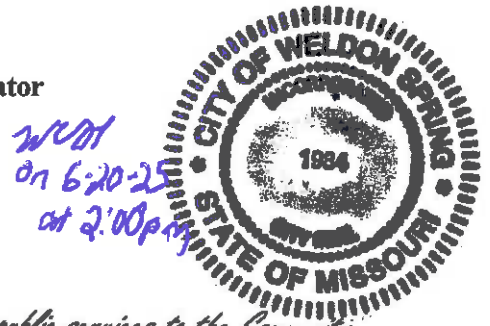
**CITY OF WELDON SPRING  
BOARD OF ALDERMEN REGULAR MEETING  
ON THURSDAY, JUNE 26, 2025, AT 7:30 P.M.  
WELDON SPRING CITY HALL  
5401 INDEPENDENCE ROAD  
WELDON SPRING, MISSOURI 63304**

**\*\*\*\*TENTATIVE AGENDA\*\*\*\***

A NOTICE IS HEREBY GIVEN that the Regular Board of Aldermen Meeting will be in person on Thursday, June 26, 2025, at seven thirty in the evening (7:30 PM). The meeting will be held at Weldon Spring City Hall, 5401 Independence Road, Weldon Spring, Missouri, 63304, with the following tentative agenda:

**\*\*\*\*AGENDA\*\*\*\***

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL and DETERMINATION OF A QUORUM**
- 4. CITIZENS COMMENTS** – The public must be in person to speak during Citizens Comments or send comments in writing to the City Clerk (at [bhanks@weldonspring.org](mailto:bhanks@weldonspring.org)) prior to the Board meeting. Anyone wishing to speak shall state their name, their address, and limit their remarks to 3 minutes.
- 5. APPROVAL OF MINUTES**
  - A. June 26, 2025 – Regular Board Meeting Minutes
- 6. CITY TREASURER'S PACKET**
  - A. Paid Bills (June 6, 2025 – June 19, 2025)
- 7. UNFINISHED BUSINESS**
  - A. Wolfrum Road Update – **City Administrator**
  - B. Chapter One – No Parking Zone Request (Discussion) – **City Administrator**
  - C. Bill #1243 – An Ordinance Amending Section 120.120 (C) of the Municipal Code of City of Weldon Spring, Missouri, Relating to Frequency of Use of Video Conference Attendance – **Alderman Yeager**
- 8. NEW BUSINESS**
  - A. An Ordinance of the City of Weldon Spring, Missouri, Adding No Parking Signs on the West Side of Hemingway Lane between the Driveway for the 300 Building in Chapter One Subdivision and the Front of 107 Hemingway Lane and Matters Relating Thereto – **Alderman Culver**
  - B. An Ordinance of the City of Weldon Spring, Missouri, Approving the Final Plat for Persimmon Trace Subdivision and Directing that it be Recorded with The St. Charles County Recorder of Deeds – **Alderman Martiszus**
  - C. 1010 Wolfrum Road Escrow Release
  - D. 2025 Liquor License Renewals
- 9. COMMITTEE REPORTS/DISCUSSIONS**
  - A. City Administrator Report (Informational) – **City Administrator**
- 10. RECEIPTS & COMMUNICATIONS**
- 11. ADJOURNMENT**



*Our Mission - The City of Weldon Spring will provide premier public services to the Community with integrity, transparency, and fiscal responsibility.*

CITY OF WELDON SPRING  
REGULAR MEETING OF THE BOARD OF ALDERMEN  
JUNE 12, 2025

**CALL TO ORDER:** The Weldon Spring Board of Aldermen met for their regular meeting at Weldon Spring City Hall, 5401 Independence Road on Thursday, June 12, 2025, at 7:30 PM with Mayor Donald Licklider presiding.

**PLEDGE OF ALLEGIANCE:** Mayor Licklider asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

**ROLL CALL AND DETERMINATION OF QUORUM:** On a roll call, the following Aldermen were present:

Ward 1:	Alderman Clutter	Alderman Yeager
Ward 2:		Alderman Kolb
Ward 3:	Alderman Martiszus	Alderman Culver

Alderman Conley was absent. A quorum was declared.

Also present were Mayor Licklider, Bob Wohler (City Attorney), Don Stolberg (City Administrator), and Bill Hanks (City Clerk).

**PUBLIC COMMENTS:**

There were no public comments at this time.

**PRESENTATION:**

Dana Dothage, the Extension Engagement Specialist with the University of Missouri Extension, gave a brief presentation about the University of Missouri Extension's programs, which are available to the residents in St. Charles County.

**MINUTES:**

**May 22, 2025 – Regular Board Meeting Minutes:** Alderman Yeager moved to approve the minutes from the May 22, 2025, regular meeting, as submitted. The motion was seconded by Alderman Martiszus. **Motion carried** with 4 ayes. Alderman Clutter abstained from voting.

**TREASURER'S REPORT:**

Alderman Clutter made a motion to accept the Treasurer's packet of paid bills from May 16, 2025, to June 6, 2025, and the April 2025 Credit Card Bill as submitted, as submitted. The motion was seconded by Alderman Yeager. **Motion carried** with 5 ayes.

## **UNFINISHED BUSINESS:**

**Wolfrum Road Update:** Mr. Stolberg stated that City recommends the 2:1 shot rock option for the emergency repairs to Wolfrum Road. This recommendation was based on the evaluation conducted by Cochran Engineering and recommendation from the City Engineer. Mr. Stolberg added that this option would be the fastest repair that can be done without weather impacts, as well as the least expensive option. A brief discussion took place.

Alderman Clutter made a motion to authorize City staff to solicit bids for the 2:1 shot rock repairs. The motion was seconded by Alderman Martiszus. **Motion carried with 5 ayes.**

## **NEW BUSINESS:**

**Chapter One – No Parking Zone Request:** After a lengthy discussion, Alderman Kolb moved to table this item until the next Board meeting, seconded by Alderman Clutter. **Motion carried with 5 ayes.**

**Resolution 6-12-25-A – A Resolution Authorizing the Mayor of the City of Weldon Spring, Missouri, to Execute a Contractual Maintenance Agreement between the City of Weldon Spring, Missouri, and St. Charles County, Missouri, for the Bike/Pedestrian Signage & Pavement Marking Program to Enhance Regional Connectivity:** Alderman Kolb made a motion to approve Resolution 06-12-25-A, seconded by Alderman Clutter. **Motion carried with 5 ayes.**

**Resolution 6-12-25-B – A Resolution of the City of Weldon Spring, Missouri, Formally Adopting the 2025 – 2030 St. Louis Regional Hazard Mitigation Plan:** Alderman Clutter made a motion to approve Resolution 06-12-25-B, seconded by Alderman Yeager. **Motion carried with 5 ayes.**

**Bill #1243 – An Ordinance Amending Section 120.120 (C) of the Municipal Code of the City of Weldon Spring, Missouri, Relating to Frequency of Use of Video Conference Attendance:** Alderman Yeager moved to introduce Bill #1243 for its first reading by title only. Alderman Yeager seconded the motion, and the **motion carried.**

Bill #1243 was tabled in accordance with City Code.

## **REPORTS & COMMITTEES:**

**Public Safety Report:** The May Crime Statistic Report was submitted to the elected officials prior to the meeting.

**City Administrator Report:** The City Administrator Report was submitted to the Board prior to the meeting.

**ADJOURNMENT:**

Alderman Kolb moved to adjourn the meeting at 8:59 PM, seconded by Alderman Culver. **Motion carried** with 5 ayes.

Respectfully submitted,

---

William C. Hanks, City Clerk

**PAID BILLS TO BE APPROVED**  
**June 7, 2025 -- JUNE 19, 2025**

EXCEPT FOR THE ITEMS NOTED, THE ATTACHED LIST IS APPROVED BY THE BOARD OF ALDERMAN FOR PAYMENT. APPROVED THIS  
26TH DAY OF JUNE 2025 \_\_\_\_\_, MAYOR

CLAIMS REPORT					
VENDOR	REFERENCE	AMOUNT	CHECK #	CHECK DATE	
AMEREN MISSOURI	SIEDENTOP PARK	\$15.01	10240683	6/12/2025	
ANIMAL CARE SERVICE INC	REMOVAL DECEASED DEER	\$125.00	10240684	6/12/2025	
BUILDINGSTARS OPERATIONS INC	MONTHLY HOUSEKEEPING	\$240.00	10240685	6/12/2025	
COCHRAN	WOLFRUM ROAD SLIDE	\$3,552.29	9995	6/12/2025	
COCHRAN	PED CROSSING FINAL INSPECTION	\$1,506.20	9995	6/12/2025	
DOUGLAS R SMITH	MUNI COURT PA	\$650.00	9997	6/12/2025	
FASTSIGNS	VARIOUS MAPS & REPLACEMENT CAPS	\$941.34	9996	6/12/2025	
FASTSIGNS	LIVE MUSIC BANNER & YARD SIGNS	\$1,313.76	9996	6/12/2025	
MISSOURI MUNICIPAL LEAGUE	MCMA CHAPTER DUES	\$150.00	9998	6/12/2025	
DP PET PRODUCTS, LLC	DOGIPOIT LITTER PICKUP BAGS	\$188.14	10001	6/12/2025	
PURITAN SPRING WATER	BOTTLE WATER	\$21.52	10240686	6/12/2025	
ROBERT WOHLER	LEGAL FEES	\$370.00	10000	6/12/2025	
SCC GOVT - FINANCE DEPT	ANNUAL CONTRACTS	\$60,807.75	16928	6/13/2025	
ST CHARLES IT	IT SERVICES	\$712.50	9999	6/12/2025	
WEX BANK	FLEET GAS CARD MAY2025	\$457.04	10240687	6/12/2025	
Accounts Payable Total		\$71,050.55			



**Subject:** Memo to BOA / No Parking Request – Chapter One HOA

**From:** Bill Schnell, P.E., City Engineer

**Date:** Thursday, May 29, 2025

### **Situation**

Chapter One HOA has requested the BOA to pass an ordinance restricting parking at an additional location on Hemingway Lane. See EXHIBIT 1 for the location of the request.

### **Current Conditions**

**No Parking** restrictions currently exist on most of Hemingway Lane and Kipling Way. Additional parking restrictions are posted 20' from either side of the Chapter One common mailboxes. Hemingway Lane is built to St. Charles County standards as a 26' wide roadway. The average vehicle is 6'-7.1' wide. A semi-truck is 8.5' wide. A typical fire truck is 8.5'-10' wide. The 26' width typically allows parking on both sides of the road. Chapter One development started in 1982 before the City of Weldon Spring was incorporated.

The City Code restricts parking anywhere in the City of Weldon Spring within 30' of an intersection. (Section 355.010)

### **Past Incidents**

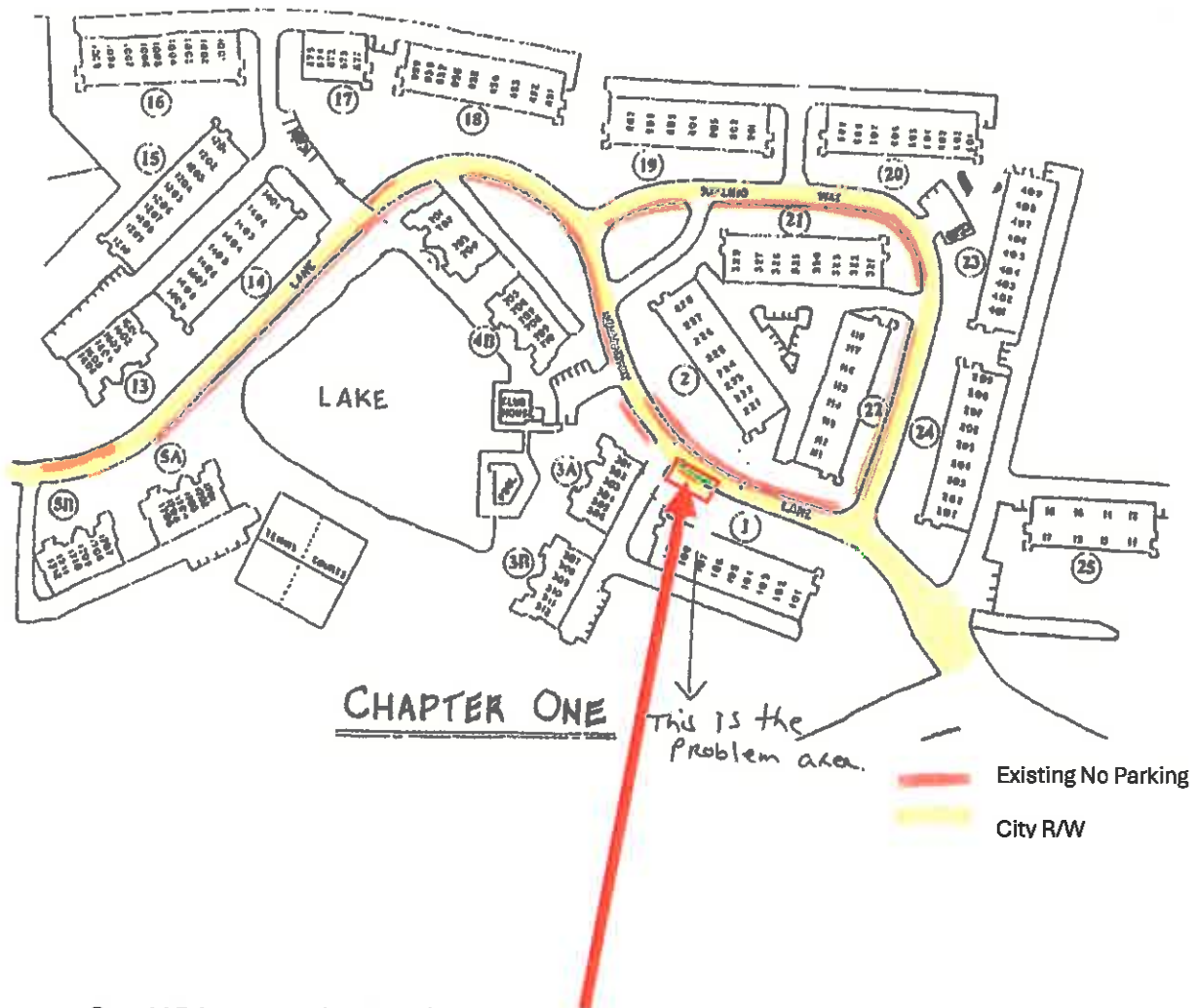
The Prosecuting Attorney Assistant for Weldon Spring has not found any history of crashes or incidents at this location or within Chapter One. Parking tickets have been issued in the last few months on Kipling Way for parking in designated No Parking areas on Kipling Way. These tickets were issued after calls to the police notifying them of violations.

### **City Engineer Recommendations**

**Option 1 – Encourage Police to Enforce Current 30' Ordinance.** Chapter One currently has more parking restrictions than any other development in the City of Weldon Spring. The City Code 355.010 already restricts parking within 30' of intersections. (See Exhibit 2) Creating more restrictions (greater than the 30' ordinance) would further limit where guests, delivery vehicles and service vehicles can park.

**Option 2** – Same as Option 1 but add a **No Parking Sign with arrow**, 30' from intersection. This option can be taken **if enforcement alone** does not resolve the issue.

I do not recommend signing every intersection for the 30' parking restriction. Every ordinance and traffic law does not have to be displayed on a sign. My recommendation is to assure the police are aware of the 30' intersection parking restriction and start issuing warnings or tickets. This parking code can also be posted on the City's social media accounts and a future newsletter if desired. If a problem location continues – then add a sign. Unless the City experiences a change, this has not been a location of past crashes or incidents for the last 40 years. If it becomes a problematic area, then this can be reviewed again.



Chapter One HOA current No Parking request.



## **EXHIBIT 1**



View from intersection looking South towards Siedentop Road. By Ordinance – No Parking is already restricted in the City Code within 30' of an intersection. (Section 355.01)

## **EXHIBIT 2**

City of Weldon Spring, MO  
Tuesday, May 27, 2025

## Chapter 355. Stopping, Standing or Parking Prohibited in Specified Places

### Section 355.010. Stopping, Standing Or Parking Prohibited.

- A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a Police Officer or official traffic control device, no person shall:
1. Stop, stand or park a vehicle:
    - a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
    - b. On a sidewalk;
    - c. Within an intersection;
    - d. On a crosswalk;
    - e. Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the Traffic Authority indicates a different length by signs or markings;
    - f. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic;
    - g. Upon any bridge or other elevated structure upon a highway or within a highway tunnel;
    - h. At any place where official signs prohibit stopping.
  2. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:
    - a. In front of a public or private driveway;
    - b. Within thirty (30) feet of an intersection;
    - c. Within fifteen (15) feet of a fire hydrant;
    - d. Within twenty (20) feet of a crosswalk at an intersection;
    - e. Within thirty (30) feet upon the approach to any flashing signal, stop sign or traffic control signal located at the side of a roadway;
    - f. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance (when properly signposted);
    - g. At any place where official signs prohibit standing.
  3. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers:
    - a. At any place where official signs prohibit parking.

## CITY ORDINANCE



Examples of No Parking in Chapter One



Example of No Parking in Chapter One



No Parking within 20' Either Side of All Chapter One Mailboxes



\*\*\*\*\*  
**AN ORDINANCE AMENDING SECTION 120.120 (C)  
OF THE MUNICIPAL CODE OF THE CITY OF WELDON SPRING,  
MISSOURI, RELATING TO FREQUENCY OF USE OF  
VIDEO CONDERENCE ATTENDANCE**  
\*\*\*\*\*

**WHEREAS**, in 2013, the Missouri General Assembly adopted SB 170, which amended §610.015, RSMo to allow roll call votes to be cast by elected members of a public governmental body who are attending by video conference; and

**WHEREAS**, Chapter 120 of the City Code established a policy to allow video conferencing technology to be used in specific emergencies which an elected official, member of the staff, or appointed official cannot physically attend a public meeting, and

**WHEREAS**, the Board of Aldermen realizes that in-person participation must be the preferred way to conduct city business, but understands the need to be flexible for the use of video conferencing technology to conduct city business in emergency situations.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:**

**SECTION 1:** That Section 120.120 (C) of the Weldon Spring Municipal Code is hereby amended as follows (added text is shown in underlined and boldface type, deleted text shown in ~~[bracket and stricken]~~ type:  
:

**Section 120.120      Meeting Using Video Conference Technology**

C. Frequency of Use Of Video Conference Attendance: ~~[In keeping with the policy stated in Subsection (A) above, attendance]~~ **A member of a public governmental body, member of the City Staff member, or an appointed official shall not attend more than four (4) meetings** via video conference in a rolling twelve (12) month period ~~[should only occur sparingly]~~ and be limited to the causes identified in section 120.110 D.3 above,

**SECTION 2:** This ordinance, and the code adopted hereby, shall be in full force and effect from and after its passage and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF*

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

*WELDON SPRING, MISSOURI, THIS* \_\_\_\_\_ *DAY OF* \_\_\_\_\_ *2025.*

\_\_\_\_\_  
Donald D. Licklider, Mayor

Attest:

\_\_\_\_\_  
William C. Hanks, City Clerk

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

To approve Bill #

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	_____	_____	_____
Conley	_____	_____	_____
Culver	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: \_\_\_\_\_

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

**AN ORDINANCE OF THE CITY OF WELDON SPRING,  
MISSOURI, ADDING NO PARKING SIGNS ON THE WEST SIDE  
OF HEMINGWAY LANE IN BETWEEN THE DRIVEWAY FOR THE 300 BUILDING  
IN CHAPTER ONE SUBDIVISION AND THE FRONT OF  
107 HEMINGWAY LANE AND MATTERS RELATING THERETO**

\*\*\*\*\*

**WHEREAS**, that Missouri cities of the fourth class, Weldon Spring being such, have authority to erect and enforce certain traffic control signs to protect the public safety, pursuant to Section 300.130 of the Revised Statutes of Missouri; and

**WHEREAS**, the City of Weldon Spring, Missouri, desires to provide improved safety for residents of the City; and

**WHEREAS**, the Board of Alderman finds and determines that additional no parking sign is needed on the westside of Hemingway Lane between the driveway for the 300 building, in Chapter One, and 107 Hemingway Lane, in order to improve the general health, safety and welfare of the residents of the City.

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI AS FOLLOWS:**

**SECTION 1:** That the Board of Aldermen of the City of Weldon Spring, Missouri, hereby add no parking signs on Hemingway Lane, which is attached and titled as **“Exhibit A: No Parking Signage Map.”** The new no parking zone would be on the west side of Hemingway Lane between the driveway for the 300 building in Chapter One Subdivision, and 107 Hemingway Lane, which is shown on **“Exhibit A: No Parking Signage Map”** with a purple line.

**SECTION 2:** That this Ordinance shall be in full force and effect upon its enactment and approval.

*READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.*

Attest:

\_\_\_\_\_  
Donald D. Licklider, Mayor

\_\_\_\_\_  
William C. Hanks, City Clerk



**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

To approve Bill #

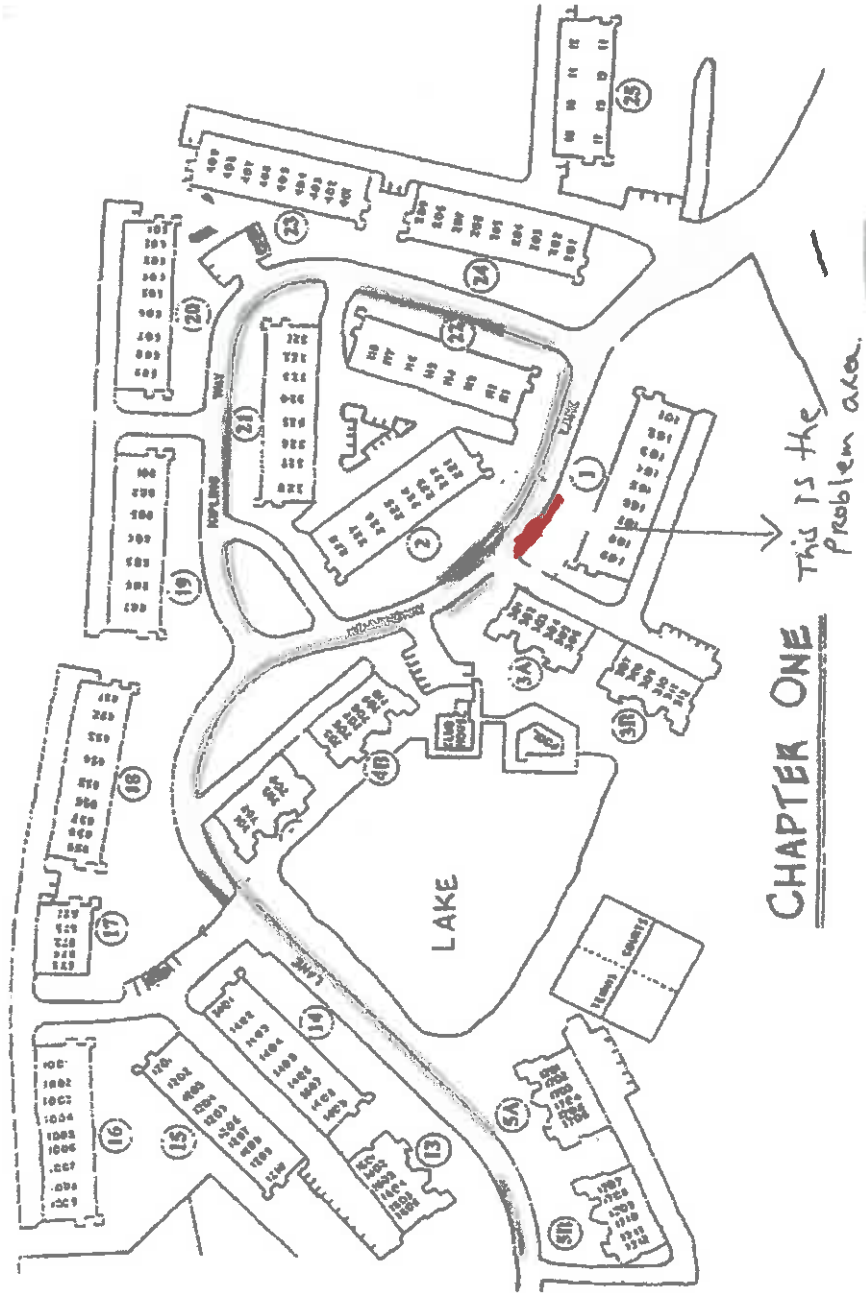
Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	_____	_____	_____
Conley	_____	_____	_____
Culver	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: \_\_\_\_\_

Exhibit A: No Parking Signage Map





# CITY OF WELDON SPRING

5401 Independence Road  
Weldon Spring, MO 63304  
phone: (636) 441-2110  
fax: (636) 441-8495  
[www.weldonspring.org](http://www.weldonspring.org)

## STAFF REPORT

**To:** Board of Aldermen **Date:** 06/20/25

**From:** Steve Lauer, City Planner

**Subject:** Persimmon Trace Major Subdivision Final Plat

**Cc:** Mayor Don Licklider, City Administrator Don Stolberg, City Clerk Bill Hanks, City Engineer Bill Schnell & City Attorney Bob Wohler

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Staff has reviewed the Persimmon Trace Final Plat submitted by The Sterling Company for the future subdivision at 6101 Ozark Way and presents the following report for your review and consideration.

### **BACKGROUND:**

The applicant Fischer & Frichtel Custom Homes requests the approval of the major subdivision final plat for Persimmon Trace subdivision which consists of thirteen (13) lots on 9.548 acres of land. Under the RS-1/2 Single-Family Residential District the minimum lot size is twenty thousand (20,000) square feet. The lot sizes in Persimmon Trace range in size from 20,000 square feet to 22,459 square feet. The preliminary plat for this development was approved by the Planning & Zoning Commission on August 5, 2024. On June 2, 2025, the Planning & Zoning Commission unanimously recommended approval of the Persimmon Trace final plat.

### **PROJECT SUMMARY:**

**Area:** 9.548 acres

**Existing Zoning:** RS-1/2, Single-Family Residential District

**Adjacent Zoning:**

North:	R-1, City of O'Fallon
South:	RS-1/2, Single-Family Residential
East:	RS-1/2, Single-Family Residential

## Persimmon Trace Subdivision Final Plat – Staff Report

West: RS-1, Single-Family Residential

**Public Service:** School District – Francis Howell School District  
Fire District – Cottleville Fire Protection District

**Utilities:** Water – Missouri American Water Company  
Sewer – Duckett Creek Sanitary District  
Electric – Ameren Missouri  
Gas – Spire Missouri Inc.

### **STAFF COMMENTS & RECOMMENDATIONS**

**Figure 1: Aerial View**



This construction plans for Persimmon Trace were approved by the City Engineer on November 14, 2024.

A sidewalk has been added for construction along Ozark Way between the two Redan Way entrances

For the landscape schedule, in addition to the existing trees being preserved on the property two hundred and thirty-six (236) trees will be added to the development, with an additional seventeen (17) trees being planted off

site and the City will be reimbursed by fee for the remaining seventy (70) trees in lieu of planting additional trees off site.

No portion of the property will be reserved for recreational purposes. Pursuant to Section 410.630 of the Municipal Code, Fischer & Frichtel Custom Homes will deposit a cash payment of \$70,292.00 in lieu of land reservation.

Staff finds that the Persimmon Trace Subdivision Final Plat meets the technical requirements of Chapter 410 Subdivision Regulations and recommends approval of the Persimmon Trace Major Subdivision Final Plat.

BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

\*\*\*\*\*

**AN ORDINANCE OF THE CITY OF WELDON SPRING, MISSOURI,  
APPROVING THE FINAL PLAT FOR PERSIMMON TRACE SUBDIVISION  
AND DIRECTING THAT IT BE RECORDED WITH  
THE ST. CHARLES COUNTY RECORDER OF DEEDS**

\*\*\*\*\*

**WHEREAS**, the Sterling Company has prepared and submitted the final plat on behalf of the property owner, Fischer & Frichtel Custom Homes, LLC, to the City of Weldon Spring for approval; and

**WHEREAS**, the City Planner and City Engineer have reviewed the documents and recommend approval for the final plat of Persimmon Trace Subdivision; and

**WHEREAS**, the Planning & Zoning Commission voted unanimously to recommend approval of said plat on June 2, 2025.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, AS FOLLOWS:**

**SECTION 1:** That the Final Plat of Persimmon Trace Subdivision, located in the City of Weldon Spring, Missouri, as it appears on drawings of same prepared by the Sterling Company in February 2025 is hereby approved as submitted to the Board of Aldermen, which is attached hereto and incorporated by reference as "**Exhibit A.**"

**SECTION 2:** That the Board of Alderman authorizes the Mayor of the City of Weldon Spring to sign the Development Agreement with Fischer & Frichtel Custom Homes, LLC, which is attached hereto and incorporated by reference as "**Exhibit B.**"

**SECTION 3:** That the City Clerk is hereby authorized to attach his certification under the City of Weldon Spring, Missouri, upon the original of said final plat showing the approval of the Board of Aldermen

**SECTION 4:** This ordinance shall be in full force and effect from and after its passage and approval.

***READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF WELDON SPRING, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.***

Attest:

\_\_\_\_\_  
Donald D. Licklider, Mayor

\_\_\_\_\_  
William C. Hanks, City Clerk

**BILL NO.** \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

To approve Bill #

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Clutter	_____	_____	_____
Conley	_____	_____	_____
Culver	_____	_____	_____
Kolb	_____	_____	_____
Martiszus	_____	_____	_____
Yeager	_____	_____	_____
Licklider	_____	_____	_____

Absent: \_\_\_\_\_

A TRACT OF LAND BEING PART OF LOT 9 OF THE SUBDIVISION OF JOHN D. COALTER'S HOWELL PRAIRIE TRACT (CAB. H2, PG. 141), IN U.S. SURVEY 1609, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WELDON SPRING, ST. CHARLES COUNTY, MISSOURI ZONED "R8 1/2" SINGLE RESIDENTIAL DISTRICT ZONING ACCORDING TO THE CITY OF WELDON SPRING, ORDINANCE NO. 24-18

[illegible][illegible]

THE UNDERSIGNED, OWNER AND DEVELOPER OF THE TRACT OF LAND HEREIN ENTERED AND RETURNED HEREIN, WHEREBY THE UNDERSIGNED HAS CHANGED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SET FORTH HEREIN, HEREBY REQUESTS THE CITY OF NEW YORK TO GRANT A VARIANCE FROM THE CITY OF NEW YORK ZONING REGULATIONS TO PERMIT THE DEVELOPMENT OF THE TRACT AS SET FORTH HEREIN.

[illegible][illegible]

THE STATE OF NEW YORK, COUNTY OF ALBANY, ss. I, the undersigned, a Notary Public in and for the State of New York, do hereby certify that the foregoing is a true and correct copy of the original of the same, as the same appears from the records of said County of Albany, and that the same is a true and correct copy of the original of the same, as the same appears from the records of said County of Albany, and that the same is a true and correct copy of the original of the same, as the same appears from the records of said County of Albany.

[illegible]

THE COMBOS ABOVE SHOWN ON THIS PLAT HAVE BEEN COMPARED TO THE PROBATION VALUE INDEMNIFICATION ASSOCIATION, ITS RECORDS AND ALIBIS, BY ANALYST. VARIATION NOT REQUIRED THIS DAY OF \_\_\_\_\_ 2004 IN DOCUMENT NO. \_\_\_\_\_ OF THE 04/04/04 COUNTY RECORDS.

ALL COMBOS ARE SHOWN ON THIS PLAT AND ARE LEGALLY REQUIRED.

IF REENTRY CERTIFIED THAT THERE ARE NO REQUIRED TAXES OUTSTANDING

IN WITNESS WHEREOF, I HAVE HEREunto SET MY HAND AND SEAL OF OFFICE ON THE DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
FREDERICK H. SCHLESINGER, JR.  
FREDERICK H. SCHLESINGER, JR., LLC  
A LIMITED LIABILITY COMPANY OF THE STATE OF MISSISSIPPI

BY \_\_\_\_\_  
OUR ATTORNEY AT LAW, AUTHORIZED AGENT

[illegible]

BY COMMISSION EXHIBIT \_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_  
 IN WITNESS WHEREOF, I HAVE HEREUNTO SIGNED AND AFFIRMED MY HAND AND SEAL OF OFFICE, THE DAY  
 AND YEAR FIRST ABOVE WRITTEN.

\_\_\_\_\_  
 (PRINT OR TYPE NAME OF NOTARY PUBLIC)

I, WILLIAM E. HANSEN, CITY CLERK FOR THE CITY OF MILWAUKEE, WISCONSIN, HEREBY CERTIFY THAT ORDERING AND APPROVING THIS PLAN WAS ADOPTED BY THE BOARD OF ALDERMEN ON APRIL 19, 1922 AND AS DIRECTED BY THAT COUNCILMAN, HEREBY INCLOSURE THIS PLAN BY MY HAND AND SEAL OF SAID CITY ON THIS 19TH DAY OF 2020.

SAYLOR E. THOMAS, CITY CLERK  
 CITY OF MILWAUKEE, WISCONSIN

THE STERLING CO.

BRAYN INC.	CFS	MSD P# - N/A
---------------	-----	--------------

DATE: FEB. 24, 2023	JAH
PERKINSON TRACS RECORD PLAT	23-08-218
	JOB NO.:

**STUDENT NOTES**

[illegible][illegible][illegible]

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):  
AND THE CITY OF WILMINGTON. ORIGINAL DEVELOPER, NO COMMENT BY SURVEYOR.  
LIABILITY, 7 AND 10, AND 11, LOSS OF DAMAGE BY REASON THAT THE SUBJECT LAND DOES NOT ACTUALLY LIE WITHIN THE BOUNDARY LINE OF SUBJECT TRACT. THE SUBJECT PROPERTY DOES NOT WITHIN THE LINE OF ADJACENT AND ADJACENT PROPERTY.

[illegible]

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THE NEW YORK STOCK EXCHANGE HAS ANNOUNCED THAT IT WILL BE INTRODUCING A NEW LISTING REQUIREMENT FOR COMPANIES THAT WANT TO LIST ON THE NYSE. THE REQUIREMENT IS THAT A COMPANY MUST HAVE A MARKET CAPITALIZATION OF AT LEAST \$100 MILLION AT THE TIME OF ITS LISTING. THE REQUIREMENT IS INTENDED TO IMPROVE THE QUALITY OF THE NYSE LISTING AND TO PROTECT INVESTORS FROM LOW-QUALITY COMPANIES. THE REQUIREMENT WILL BE EFFECTIVE FOR COMPANIES THAT LIST ON THE NYSE AFTER JANUARY 1, 2000.

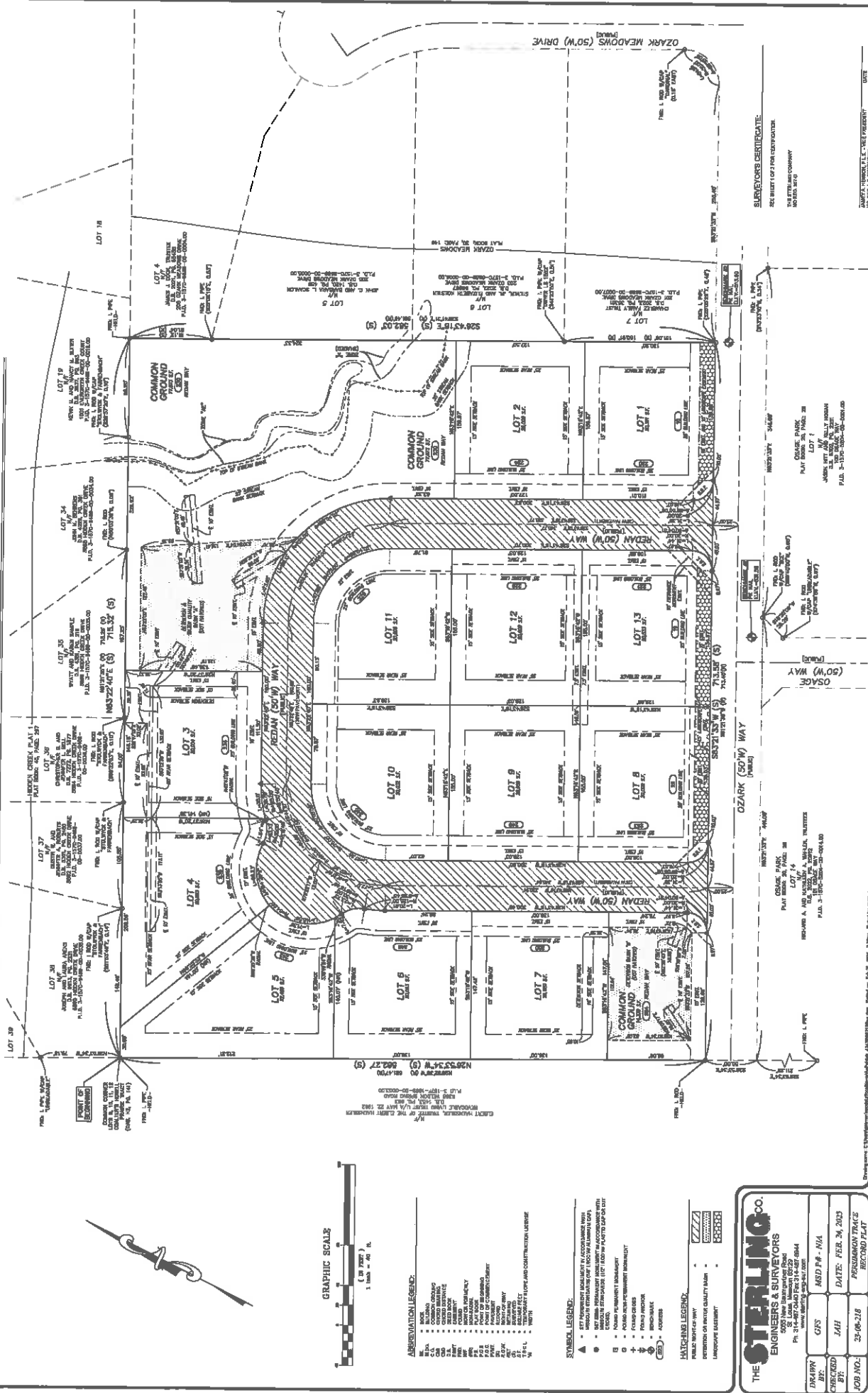
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THE FIRST HAVE SUBMITTED AND THAT OF LAND IN THE BARBER BROOK AREA, THE SECOND HAVE BEEN SUBMITTED TO THE REGIONAL PLANNING FOR PROPERTY SURVEY AND THE THIRD HAVE BEEN SUBMITTED TO THE REGIONAL PLANNING FOR PROPERTY SURVEY AS AN URBAN-CLASS PROPERTY IN EFFECT AT THE ACT OF THE PLAT.

NUMBER A SUBMITTAL FILE \_\_\_\_\_ DATE \_\_\_\_\_  
 NO. REC'D. INTERNATIONAL

SHEET 1 OF 2

# PERSIMMON TRACE





## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between FISCHER & FRICHTEL CUSTOM HOMES, LLC, a Missouri limited liability company ("F&F") and the CITY OF WELDON SPRING, Missouri, a City of the Fourth Class (the "City").

### RECITALS

A. F&F is the owner of the property legally described on the attached Exhibit A, located at 6101 Ozark Way, Weldon Spring in St. Charles County, State of Missouri, and consisting of approximately 9.54 acres more or less (the "Property"), which is intended to be developed as a single family residential subdivision containing thirteen lots (the "Development"); and

B. Prior to the execution of this Agreement, the City has rezoned the property and approved the Preliminary Plat, pursuant to Ordinance # 24-16-6101 Ozark Way.

NOW, THEREFORE, as an exercise of the City's authority, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Final Plat. The Final Plat meets all the standards for approval by the Board of Aldermen set forth in the Municipal Code of the City and upon review the Planning and Zoning Commission shall recommend approval of the same to the Board of Aldermen. Further, both the City and F&F must comply with the requirements of this Agreement. Any revisions to the Final Plat or this Agreement require the approval of both the City and F&F.
2. Escrows. The parties agree that pursuant to Chapter 410 Subdivision Regulations Article VI Section 410.460 of the Municipal Code, F&F shall provide a Subdivision Improvement Lendor Guarantee agreement ("Construction Guarantee"), and a Maintenance of Improvement Lendor Guarantee agreement ("Maintenance Guarantee") prior to the City Clerk signing the Subdivision Plat for Recording. The parties Agree that pursuant to Chapter 235 Tree Conservation and Protection, Section 235.010 of the Municipal Code, F&F shall provide a Replacement Tree Lendor Guarantee prior to the City Clerk signing the Subdivision Plat for Recording for Development Installed replacement trees. Builder installed replacement trees shall be guaranteed by the required Builder Lot escrow deposit at time of Building Permit.
3. Recreation Fund. The parties agree that no portion of the Property shall be reserved for recreation purposes. Pursuant to Section 410.630 of the Municipal Code, F&F shall deposit with the City Treasurer a cash payment in lieu of land reservation, to be placed in a Neighborhood Park and Recreation Improvement Fund to be established by the Board of Aldermen. The deposit shall be used by the City for improvement of a neighborhood park, playground or recreation area including the acquisition of property, all in accordance with the requirements of Section 410.630 of the Municipal Code. Such deposit shall be in the total amount of \$70,292.00 – See Exhibit B for calculations and 4 comparable land sales from W.H.

Heyden & Associates appraisal for the property attached hereto and incorporated by reference.

4. Ozark Way Improvements. Simultaneously with its development of the Property, The Parties Agree that F&F shall construct and install for the City a Public Sidewalk along Ozark Way within the existing public right of way adjacent to the property as depicted on Exhibit C. The specific engineering revisions, grading, utility, sidewalk and ADA ramp improvements to be made by F&F has been provided to the City on an addendum to the approved Site Improvement Plans prepared by Sterling Engineering Company, dated November 13, 2024 (the "Plans"), and the sidewalk addendum Plans once approved shall be incorporated herein by this reference. The City shall provide F&F a credit for making the Ozark Way sidewalk improvements in an amount of \$10,000.00 which shall be applied towards the Recreation Improvement funds F&F is to pay to the City at time of plat approval. No additional escrow sum shall be provided for the sidewalks installation or its maintenance.
5. Tree Removal Regulations. F&F has submitted Pre-Development Tree plans and Proposed tree and landscape plans for the property and City has reviewed and approved. In addition to Onsite Replacement Trees shown on the approved Tree Planting Plans, the plans provide offsite mitigation of 17 trees to be planted on adjoining property, (subject to approval of the property owners) and Seventy (70) replacement trees to be planted on City property. In lieu of F&F planting replacement trees on City Property under Section 235.030 of the Municipal Code, F&F shall deposit with the City an amount equal to One Hundred Eighty Dollars and No/100 (\$180.00) multiplied by each tree (70 total) which is not replaced on City Property and the City will independently determine how to utilize said tree funds. The current anticipated amount of \$12,600.00 shall be deposited with the City contemporaneously with the signing of the Final Plat but shall be adjusted accordingly based on offsite mitigation approvals.
6. Performance and Inspection of Work. All streets and storm sewers in the Development shall be designed and constructed to St. Charles County Highway and adopted St. Louis Metropolitan Sewer District standards. Pursuant to Section 410.470 of the Municipal Code, F&F has deposited an Inspection Fee Deposit with the City Treasurer, however due to limited staffing, F&F shall have an independent engineering consultant registered in Missouri inspect all public improvements in the Development according to St. Charles County current inspection guidelines. In the absence of any applicable St. Charles County standards, then current MoDOT standards will apply. A copy of all inspection reports shall be provided to the City on a weekly basis until the completion of the Development. All storm sewers will require video inspection by licensed engineering professionals after the completion of the last home in the Development and prior to the termination of this Agreement to assure no damage to the same occurred during construction. F&F's engineering consultant will provide a sealed certification at the completion of the Development that all public improvements were completed in conformance with the applicable standards. A summary report of all inspections, pavement core data, and digital copy of storm sewer inspections shall be provided to the City at the completion of the Development. City personnel or representatives will have the right to review or witness any inspections or testing as deemed necessary. Inspection Fees associated with the Project already paid to the City may be reduced or increased due to limited staff time involved. The City shall provide a reconciliation of these fees to the Developer per city ordinance, and in the event a refund or supplemental payment is due at project completion, the

City shall provide to F&F.

7. Storm Water Pollution Prevention Plan (SWPPP) Inspections. F&F will be required to have certified weekly and post precipitation SWPPP inspections as required by Missouri Department of Natural Resources. These inspections must be performed by qualified inspectors passing the EPA's Construction General Permit Site Inspector Training Course or other certifications found acceptable by the City. A copy of the inspection reports shall be emailed to the City Engineer weekly for review. City personnel or representatives will have the right to review or witness any inspections and perform their own inspections as deemed necessary. A copy of the updated SWPPP must be kept on site available to the public in a weatherproof accessible container labeled as "SWPPP." All repairs or corrections must be made within the time limits required by MoDNR and the EPA guidelines.
8. Subdivision Covenants. F&F will provide a draft set of Homeowners Association (HOA) Covenants to the City for review and approval. In no case shall the Covenants be less restrictive than the City ordinances and shall comply with all other County, State and Federal Laws.
9. Annual Inspection of Stormwater Best Management Practices (BMPs). F&F and its successors (HOA) will provide an Operations and Maintenance (O&M) Manual for all BMPs constructed as part of the subdivision improvements. A Missouri Professional Engineer shall seal the O&M Manual. The subdivision covenants shall include requirements for annual inspections by qualified personnel of all stormwater BMPs. Annual inspection reports sealed by a Missouri Professional Engineer shall be provided to the City. Any repairs to the BMPs must occur in a timely manner, but in no instance shall maintenance take longer than 3 months to perform.
10. Dedication of Streets and / or Storm Sewers. The streets shall remain privately maintained and the full responsibility of F&F until they are dedicated to and accepted by the City. The dedication of streets and storm sewers as shown on the Plat is not complete until the City accepts the dedication by ordinance approving an Irrevocable Offer of Dedication, in a form acceptable to the City and F&F as shown on Exhibit D.
11. Utility Crossings / Excavations within Right of Way. As a part of the Persimmon Trace Development, although not anticipated, it may be necessary for F&F to open cut into existing pavement to allow for the installation of water and/or sewer lines ("Utility Road Crossing"). F&F shall recompact and promptly restore each Utility Road Crossing to its original condition. A separate excavation permit with applicable insurance and bond will be required for any excavation work within City Right of Way (ROW).
12. Street Maintenance and Snowplow. Prior to the City's acceptance of dedication of the streets within the Development: (i) F&F will be responsible for all street maintenance and snow plowing; (ii) all adjacent roadways shall be kept free from debris tracked out of the Development by daily sweeping if needed; and (iii) any damage to City roadways as the result of this Development will be repaired.
13. Notices. Any notice, request, approval, demand, instruction or other communication to be given to any party hereunder, shall be in writing, and shall be conclusively deemed to be

delivered when personally delivered or when (a) transmitted by telefax to the applicable telefax number indicated below followed with mailing by regular United States mail; (b) deposited for overnight delivery with an overnight courier such as Federal Express, Airborne, United Postal Service or other overnight courier service; or (c) depositing in the U.S. Mail, sent by Certified Mail, return receipt requested, and such notices are addressed to the following addresses:

14. If to F&F: Fischer & Frichtel Custom Homes, LLC  
c/o Chris DeGuentz  
695 Trade Center Blvd.  
Chesterfield, Missouri 63005  
Telephone: 314-576-0500  
Fax: 314-576-0502
15. If to the City: City of Weldon Spring  
5401 Independence Road  
Weldon Spring, MO 63304  
Telephone: 636-441-2110  
Fax: 636-441-8495
16. The parties may change their respective addresses and/or telefax numbers for the receipt of notice hereunder by giving notice thereof to the other party in accordance herewith.
17. Defaults and Remedies. In the event of a default by any party hereunder, the non-defaulting party shall give the defaulting party 5 days' prior, written notice to cure such default and in the event the same is not cured, the nondefaulting party shall have all rights and remedies available at law or in equity.
18. Miscellaneous.
  - a. Binding Effect. This Agreement is binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement may not be assigned by any party hereto without the written approval of the other party hereto and any such attempted assignment shall be null and void.
  - b. Person Defined. The word "person" as used herein shall include all individuals, partnerships, corporations, or any other entities whatsoever.
  - c. Exhibits/Time Periods. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof. If any date, time period or deadline hereunder falls on a weekend or a state or federal holiday, then such date shall be extended to the next occurring business day.
  - d. Agreement Separable. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same

manner as if such unenforceable or inapplicable provision had never been contained herein.

- e. Counterparts. This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.
- f. Relationship. In the performance of its development obligations under this Agreement, F&F shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making any party hereto a partner, joint venturer with, or agent of, any other party in this Agreement. The parties agree that no party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving any party hereto.
- g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri for all purposes and intents.
- h. Fees. In the event of any dispute between the parties arising in connection with the subject matter of this Agreement, each party shall bear its own fees, costs and expenses including, without limitation, attorneys' fees, consultants' fees and litigation costs, incurred in connection therewith.
- i. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them concerning the development of the Property other than those herein set forth or as exhibits hereto. No subsequent alterations, amendment, change, deletion or addition to this Agreement shall be binding upon any party unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Fischer & Frichtel Custom Homes, LLC

By: Chris DeGuentz

Printed Name: Chris DeGuentz

Title: Authorized Agent

City of Weldon Spring, Missouri

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Property**  
**Legal Description**

**PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):**

A TRACT OF LAND BEING PART OF LOT 9 OF THE SUBDIVISION OF JOHN D. COALTER'S HOWELL PRAIRIE TRACT (CAB. H2, PAGE 141), IN U.S. SURVEY 1662, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WELDON SPRING, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE COMMON CORNER OF LOTS 9, 10, 11, AND 12 OF THE ABOVEMENTIONED COALTER'S HOWELL PRAIRIE TRACT, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF HIDDEN CREEK PLAT 1, AS RECORDED IN PLAT BOOK 40, PAGE 297 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE LEAVING SAID CORNER ALONG THE SOUTH LINE OF SAID HIDDEN CREEK PLAT 1, NORTH 63°22'40" EAST, 715.32 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF OZARK MEADOWS, AS RECORDED IN PLAT BOOK 30, PAGE 146 OF SAID RECORDS OFFICE; THENCE LEAVING SAID CORNER ALONG THE WEST LINE OF SAID OZARK MEADOWS, SOUTH 26°43'18" EAST, 582.03 FEET TO THE SOUTHWEST CORNER OF SAID OZARK MEADOWS, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF OZARK (50' WIDE) WAY, WHERE A FOUND IRON PIPE BEARS SOUTH 26°43'18" EAST, 0.46 FEET; THENCE LEAVING SAID CORNER ALONG THE NORTH RIGHT-OF-WAY LINE OF OZARK WAY, SOUTH 63°21'33" WEST, 713.58 FEET TO THE EAST LINE OF PROPERTY NOW OR FORMERLY TO ELBERT HAENSSLER, TRUSTEE OF THE ELBERT HAENSSLER REVOCABLE LIVING TRUST U/A MAY 22, 1992, AS RECORDED IN DEED BOOK 1453, PAGE 093 OF SAID RECORDS, WHERE A IRON ROD WAS FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE EAST LINE OF SAID HAENSSLER PROPERTY, NORTH 26°53'34" WEST, 582.27 FEET TO THE POINT OF BEGINNING AND CONTAINS 415,915 SQUARE FEET OR 9.548 ACRES MORE OR LESS ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF DECEMBER 2023, UNDER PROJECT NUMBER 23-08-218.

**Exhibit B**  
**Recreation Space Fee - Comparable Land Sales**

See Attached Appraisal for Comparison Sales documentation

Total Site area = 9.54 Acres

**Value per acre Summary**

- Comp 1 Purchase Price = \$98,253 per acre
- Comp 2 Purchase Price = 103,361 per acre
- Comp 3 Purchase Price = \$169,600 per acre
- Comp 4 Purchase Price = \$119,996 per acre

Average Purchase Price (above 4 sales) - \$122,802.00 per acre

Recreation Space Fee Calculation Based on Average of 4 Comparison Sales:

$\$122,802.00 \times 9.54 \text{ Acres} = \$1,171,535.00 \times 6\% = \$70,292.00$





# W. H. HEYDEN & ASSOCIATES, INC.

## **An Appraisal Report of**

13 Residential Lots - Persimmon Trace Subdivision  
6101 Ozark Way  
Weldon Spring, St. Charles County, Missouri 63304

## **Appraised for**

Mr. Jake Buganski  
Commercial Credit Analyst  
Commercial Lending  
Central Bank of St. Louis  
12218 Manchester Road  
Des Peres, Missouri 63131

## **Prepared by**

William H. Heyden, MAI

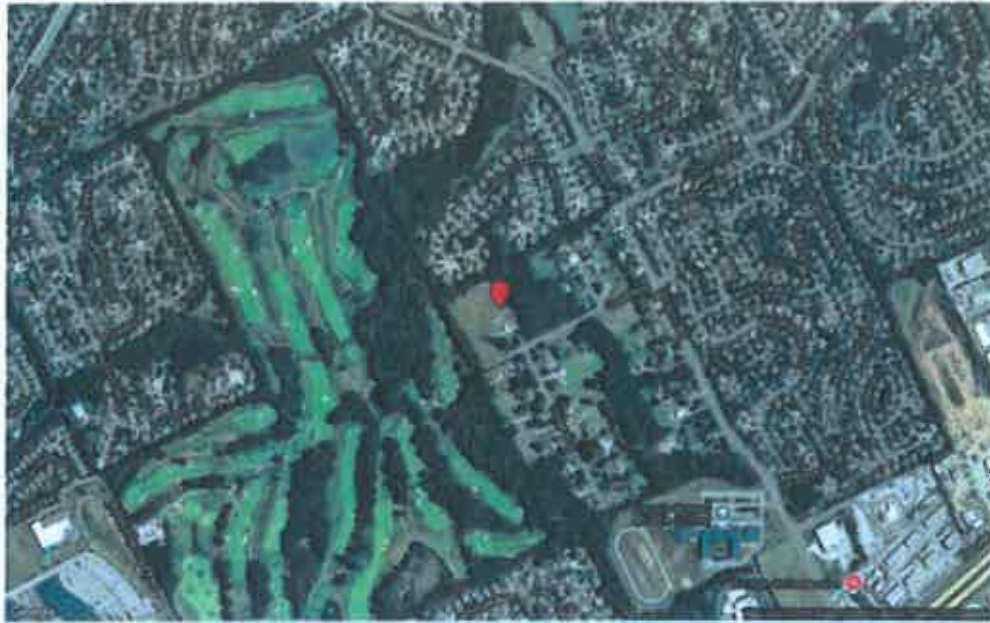
**Based on Market Conditions Observed on or About**

As of January 31, 2025

## **REAL ESTATE APPRAISERS AND CONSULTANTS**

9730 East Watson, Suite 105 St. Louis, Missouri 63126  
(314) 842-3555 \* Fax (314) 842-3777

## Overview Map



### CERTIFICATION

The undersigned, William H. Heyden, does hereby certify that, except as otherwise noted in this report:

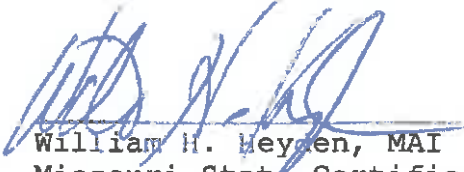
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, as well as USPAP.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review of its duly authorized representatives.
9. The use of this report is subject to the requirements of the State of Missouri relating to review of its duly authorized representatives.

10. The use of this report is subject to the requirements of the Central Bank of St. Louis relating to review of its duly authorized representatives.
11. A personal inspection of the subject site proposed to be improved with a single family residential development to be known as Persimmon Trace with an address commonly known as 6101 Ozark Way, Weldon Spring, St. Charles County, Missouri was most recently made on January 31, 2025 by: William H. Heyden.
12. No one provided significant real property appraisal assistance to the person signing this certification.
13. As of the date of this report, William H. Heyden has completed the requirements of the continuing education program of the Appraisal Institute.
14. As of the date of this report, William H. Heyden has completed the requirements of the continuing education program of the State of Missouri.
15. I have the necessary experience and education and am competent to undertake this appraisal assignment.
16. Within the last three years, W. H. Heyden & Associates and William H. Heyden have not appraised this property.

February 4, 2025

Date

**W. H. Heyden & Associates**

  
William H. Heyden, MAI  
Missouri State Certified  
General Appraiser #001041

### ASSUMPTIONS AND LIMITING CONDITIONS

The conduct of any appraisal is necessarily guided and its results influenced by the terms of the assignment and the assumptions, which together form the basis of the study. The following conditions and assumptions, together with lesser assumptions embodied in the report, constitute the framework of my analyses and conclusions.

1. Unless otherwise stated, the value of the property is based upon the present conditions of the national and local economies, the present purchasing power of the dollar, and financing rates as of the date of this appraisal, and is subject to any future changes which may occur in any or all of these conditions.
2. All information and comments concerning the location, neighborhood, market, trends, construction quality and costs, obsolescence, condition, necessary repairs, expenses, income, taxes, zoning, or any other data of or relating to the property appraised herein, represent the estimates and opinion of the undersigned formed after an examination and study of the property.
3. While it is believed the information, estimates, and analyses given and the opinions and conclusions drawn therefrom are correct, the appraiser does not guarantee them and assume no liability for any errors in fact, in analysis, or in judgement. I believe the information which was furnished to me by others to be reliable, but assume no responsibility for its accuracy.
4. I assume no responsibility for matters legal in character, nor do we render any opinion as to the title, which is assumed to be good and the property merchantable. All existing liens and encumbrances, except as specified herein, have been disregarded and the property appraised as though free and clear and under responsible ownership and competent management.
5. The sketches in this report are included to assist the reader in visualizing the property. I have made no engineering tests or surveys of the property, and assume no responsibility for the structural soundness of the proposed improvements, stability, and/or load-bearing capacity of the soil and subsoil, adequacy of drainage, location of property lines and proposed improvements on the site, or any other matters of a related nature.

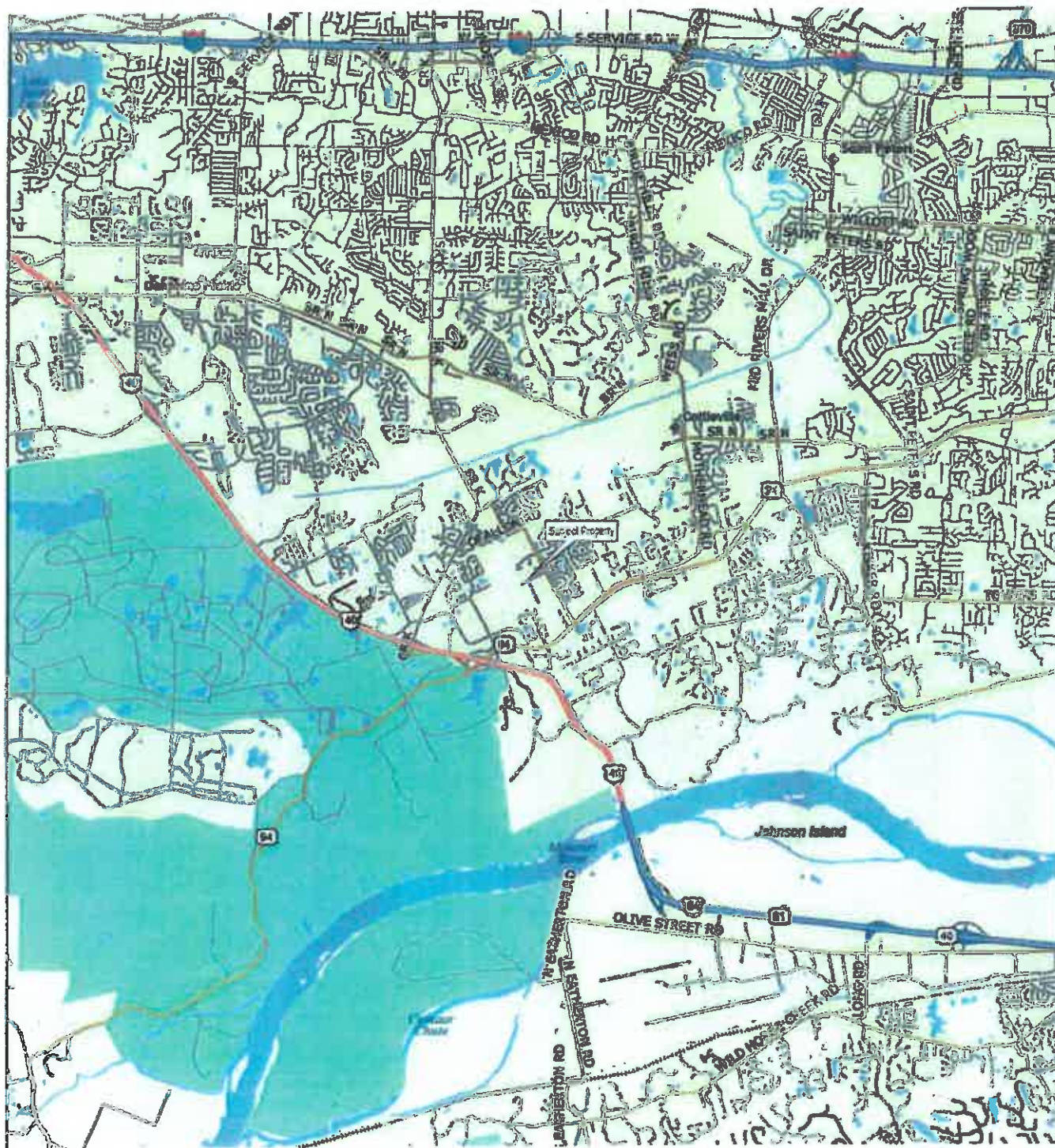
6. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in this appraisal report.
7. It is assumed that all applicable zoning and use regulations and restrictions will be or have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. Possession of this report or a copy thereof does not carry with it the right of publication, nor may it be used for any purpose by anyone but the client without the prior written consent of the appraiser and then only with proper qualification.
10. I am not required to give testimony or to appear in court by reason of this appraisal with reference to the property in question, unless arrangements have been previously made therefor.
11. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used.
12. I reserve the right to furnish a copy of this report to the Appraisal Institute and/or the State of Missouri for their confidential review, if required.
13. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.

14. I certify that to the best of my knowledge statements contained in this appraisal are true. I also certify that this appraisal has been made in conformity with the rules of professional ethics of the Appraisal Institute.
15. It is assumed there are no hidden conditions of the property, subsoil, or structures that render it more or less valuable. No liability is assumed for the possible presence of underground storage tanks or other environmental concerns which may have occurred as the result of a previous tenancy. No responsibility is assumed for such conditions or for arranging for engineering or environmental studies that may be required to discover them.
16. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the properties described, and that there is no encroachment or trespass unless noted in the report.
17. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials, on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde, foam insulation, or other potentially hazardous materials may effect the value of the property. The value estimates are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
18. The physical condition of the improvements described herein is based on a visual inspection only. No liability is assumed for the soundness of structural members, including roof (wear and leakage), foundation (leakage), footings, exterior and interior walls, partitions, floors, or any other part of the structure. Furthermore, I accept no legal responsibility for the efficiency of the proposed plumbing and the electrical systems, the proposed heating and air conditioning equipment, or any major appliances. Unless otherwise noted and based on review of building plans as provided, all of these items appeared adequate and operational.

19. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in providing an opinion of the market value of the property.
20. The value opinions contained within the context of this appraisal report is based on an assumption that all infrastructure is in-place and that all lots are developable as of the date of completion forecast to be July 1, 2025.



## NEIGHBORHOOD MAP



63

Persimmon Trace, Weldon Spring, St. Charles County, Missouri



Street scene along O'Fallon Road looking north



Street scene along O'Fallon Road looking south

W. H. Heyden & Associates, Incorporated



Persimmon Trace, Weldon Spring, St. Charles County, Missouri



Street scene along Ozark Way looking east



Street scene along Ozark Way looking west

W. H. Heyden & Associates, Incorporated

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

Site Description

The subject site is proposed to be developed with a subdivision to consist of 13 single family residential lots and related site improvements including streets, sidewalks, detention basis, common areas, etc. the subdivision is being developed by Fischer & Fritchel Custom Homes. The combined development including all residential lots, streets, common area etc contains a gross land size estimated to be 6.056 acres or about 415,915 square feet.

The subject subdivision is to be known as Persimmon Trace. The average front foot is estimated to be 131 feet with a combined 1,702 front feet. The combined developed lot size is to be 6.056 acres or 263,815 square feet. The average lot size will be 20,293 square feet. The subject development is proposed to be opened on July 1, 2025.

The following table illustrates the lot number, square feet and front feet of each subject lot within the subject development.

Persimmon Trace Subdivision	
Lot Number	Square Feet
1	20,321
2	20,000
3	20,004
4	20,883
5	20,459
6	20,063
7	20,020
8	20,000

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

9	20,000
10	20,032
11	20,000
12	20,000
13	20,033
<b>Totals</b>	<b>263,815</b>

The entirety of the site is irregular in shape. As per a survey dated December 17, 2023, the subject contains a gross land area of 9.548 acres or 415,915 square feet. The subject contains a combined lot size of 6.056 acres or 263,815 square feet. There are two common ground areas containing a combined 2.117 acres or 92,203 square feet. The common ground area located within the southwestern portion of the overall site is to contain a water retention basis.

The specific location of the subject site along the north side of Ozark Way, just to the west of O'Fallon Road and about one-quarter mile to the north of Highway 94. In addition, the subject is located three-quarters of a mile to the north of Interstate Highway 64/40. At the subject site, Ozark Way is a two-lane, northeast/southwest feeder street that intersects with O'Fallon Road just to the east of the subject.

O'Fallon Road provided primary arterial access to/from the subject. At its intersection with Ozark Way, O'Fallon Road is a two-lane with turnlane, secondary arterial. Highway 94 is a six-lane, limited access primary arterial within the area of the subject property. Interstate Highway 64/40 is a four to six lane interstate-standard highway and is considered to be the primary arterial within the southern portion of St. Charles County.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

The subject development is proposed to contain two access points to/from Ozark Way. The proposed roadway will be U-shaped with the subject lots fronting the proposed roadway. Ozark Way intersects with O'Fallon Road about two blocks to the east of the subject site.

All utilities, including city water, electricity, gas, and sewer service are available to the area. The utilities appear to be of adequate capacity to serve the needs of the subject neighborhood. Police protection is provided by the City of Weldon Spring, while fire protection is provided by the Cottleville Fire Protection District. The subject is located within the Francis Howell School District.

The following table illustrates utility providers to the subject neighborhood.

Utility	Provider
Sewer	St. Charles County
Water	St. Charles County
Electric	Cuivre River Electric Coop/Ameren MO
Natural Gas	Spire Gas Company
Trash	Private Contractors
Telephone	Various

All utilities appear to be of adequate capacity to serve the needs of the subject neighborhood, as well as the subject property.

The configuration of the site is irregular. The topography of the site is slightly sloping with a predominant slope from east to west.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

The site is generally at the grade of Ozark Way. Drainage appears to be adequate and the topography is consistent with the overall area. Adjacent properties exhibit either slightly sloping or level topographical features with the predominant topography being level.

The subject site is located in Flood Insurance Rate Map, Community Panel Number 29183C 0435 G, dated January 20, 2016, reveals that the subject property is located within Zone X, an area outside of a designated flood hazard area.

I have been provided with a Phase I Environment Site Assessment dated June 24, 2024 and prepared by Environmental Operations, Incorporated of St. Louis, Missouri. The Assessment revealed no evidence of recognizable environmental conditions, recognized environmental conditions, or significant data gaps (as defined by ASTM Practice E 1527-21) in connection with the subject property. A copy of a portion of the Assessment is included within the Addenda section of this appraisal report.

In addition, my inspection of the site indicates it to be stable and adequately drained. No adverse conditions of the site are anticipated, including toxic poisoning from possible contamination related to previously occupied tenants, however, no professional representation as to this fact is implied by the appraiser. This appraisal report also assumes that the site be environmentally clean.

As referenced in the Assumptions and Limiting Conditions section of this appraisal report, I am not considered an expert nor competent to assess environmental issues. Upon cursory physical inspection of the subject property, no indication of environmental hazards were evident.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

The owners of the property have not provided an environmental audit. The subject site features standard easements associated with normal utility use. No adverse encroachments were noted. In addition, the subject property is not located within a designated wetlands area.

In conclusion, the subject site has adequate size, shape, topography, frontage, zoning, and location to support several type of usages. Access to the site is considered to be adequate.

A flood plain map, survey and photographs of the subject site are included on the following pages. Additional surveys and renderings are included within the Addenda section of this appraisal report.



Persimmon Trace, Weldon Spring, St. Charles County, Missouri



View of the subject site



View of the subject site

W. H. Heyden & Associates, Incorporated

Persimmon Trace, Weldon Spring, St. Charles County, Missouri



View of the subject site



View of the subject site

Persimmon Trace, Weldon Spring, St. Charles County, Missouri



View of the subject site



View of the subject site

W. H. Heyden & Associates, Incorporated

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

The highest and best use for the subject property is analyzed under two criteria. First, the subject site is analyzed as though vacant and available for development. Second, when appropriate, the highest and best use of the site as improved is examined by an evaluation of the economic contribution of the existing improvements. Since the site is being analyzed as vacant land, only this portion of the analysis is discussed.

The highest and best use of land as though vacant must meet four criteria. The highest and best use must be legally permissible, physically possible, financially feasible, and maximally productive. The test for legal permissibility and physical possibility must be applied before the latter two tests.

1. Possible Use - uses to which it is physically possible to put the site in question.
2. Permissible Use (legal) - uses permitted by zoning and deed restrictions on the site in question.
3. Feasible Use - possible and permissible uses which will produce a net return to the owner of the site.
4. Highest and Best Use - among the feasible uses that use which will produce the highest net return or highest present worth.

Highest and Best Use, as Vacant

The permissible (legal) uses for a site are typically restricted by zoning, municipal building codes, private deed restrictions and protective covenants. According to information available at the time of this assignment, I am unaware of any existing easements or restrictions of record that would adversely affect development of the site.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

**Possible Uses/Size:** The subject site contains one parcel of land. The subject site contains one parcel of land. Based on a survey provided by the subject ownership group and confirmed at the Office of the St. Charles County Assessor, the subject site contains a total area of 9.548 acres or 415,915 square feet. The size of the site would not be considered to be an impediment for the development potential of the site.

Land usage within the immediate area of the subject property consists of the Persimmon Woods Golf Club and Banquet Facility, single family residential development, commercial development located along Highway 94 and to a lesser extent, O'Fallon Road, and institutional uses. There are several vacant parcels of land available for development located within the immediate area of the subject.

The subject has adequate access to/from a feeder street, however is located just to the west of a secondary arterial and about one-quarter mile to the north of Highway 94. In addition, the subject is located one-half to one mile to the north of Interstate Highway. Interstate Highway 64/40 is considered to be one of the primary arterials within St. Charles County. Please refer to the Market Analysis section of this appraisal report for detail regarding the subject area demographics.

**Zoning/Land Use Regulations:** The subject site is presently zoned "RS1\2", Single Family Residential District by the City of Weldon Spring. This zoning regulation generally allows for single family residential uses. As detailed within the Zoning and Regulations section of this appraisal report, the proposed subject single family residential subdivision is considered to be a legal and conforming use.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

**Shape/Dimensions:** The subject site is irregular in shape. The shape of the site would not limit the development potential of the site. The site has an adequate width, while the depth would not be considered a hindrance to development.

**Topography:** The subject site has a level to slightly sloping topography and is generally at the grade of Ozark Way. The topography of the subject site would not preclude development potential.

**Soil Conditions:** Soil conditions on the subject property appear to be stable enough to support several types of development. I am unaware of any environmental hazards which may negatively impact the development potential of the subject site. It is presumed that the site is environmentally clean. Additionally, its' development potential does not appear to be impeded by its' previous use.

**Utilities/Easements:** All necessary utilities are available to the subject site. The physical characteristics of the site make it possible to build most any development. Existing easements do not appear to adversely affect future development.

**Access/Visibility:** General access to the subject property from major arterials within the area, including O'Fallon Road, Highway 94 and Highway 64/40 is considered to be above average.

**Location and Surrounding Uses:** The location of the subject property is in an area of residential uses and commercial development along primary arterials, particularly Highway 94.



Persimmon Trace, Weldon Spring, St. Charles County, Missouri

**Permissible Uses:** Permissible uses for the subject property include only those uses allowed under the applicable zoning regulations, as described in the ZONING AND LAND USE REGULATIONS Section of this Appraisal Report. These uses would generally include residential development. The permissible (legal) uses for a site are typically restricted by zoning, municipal building codes, private deed restrictions and protective covenants. According to information available at the time of this assignment, I am unaware of any existing easements or restrictions of record that would adversely affect development of the site.

**Feasible Uses:** The highest and best use, among the feasible uses, is that use that will produce the highest net return or highest present worth, while considering all the possible, permissible and feasible uses.

The fourth test, that being the most maximally productive usage of the site is determined by the style and function of the property which would be most readily accepted by the market. The maximum rate of return produced by an improvement on the subject site would typically be a long term use with minimum risk. Shorter term or interim uses may not maximize profits when costs of demolition or conversion are considered. Based on the foregoing, the feasible uses would appear to be some form of residential development which would benefit from a location within a growing population and number of households, proximity to supporting commercial development and location relative to employment concerns, as well as proximity to several primary arterials.

**Conclusion:** Based on the foregoing, it is my opinion that the highest and best use of the subject site as vacant and as if improved would be for a single family residential development.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

### SALES COMPARISON APPROACH

The Sales Comparison Approach is based upon the principle of substitution: That is, when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming no costly delay in making the substitution. Since no properties are ever identical, the necessary adjustments for differences in quality, location, size, services and market appeal are a function of appraisal experience and judgment.

The Sales Comparison Approach gives consideration to actual sales in the current real estate market of other similar properties with adjustments as previously stated. The sales prices are analyzed in common denominations and applied to the subject property in respective categories to be indicative of market value. The unit of comparison used in the approach is the price per front foot. This is indicative of the market and an important consideration of any purchaser/investor for this type of property.

### Land Valuation

The land on an "as is" basis is valued, assuming the site to be vacant, based on a consideration of the following:

- A comparison of recent sales of comparable land.
- My general experience in estimating land values.

The following vacant land sales were considered in my analysis of land values and in my opinion provide a reasonable indication of the value of the subject land.

W. H. Heyden & Associates, Incorporated



Persimmon Trace, Weldon Spring, St. Charles County, Missouri

**Comparable Land Sale No. 1**

Address: 1798 Hanley Road  
Dardenne Prairie, Missouri

**Description of Property**

Land Area: 9.16 acres or 399,010 square feet  
Lot Dimensions: Irregular  
Zoning: Agricultural at time of sale, subsequently rezoned for single family residential development by the City of Dardenne Prairie  
Utilities: All public  
Topography: Level to slightly sloping  
Flood Plain: None  
Lot Location: Interior  
Access: Access is to/from Hanley Road

**Facts of Sale**

Grantor: Harold P. Henke Revocable Living Trust  
Grantee: Rolwes Development, LLC  
Date of Sale: July 29, 2022  
Consideration: \$900,000  
Terms of Sale: Cash to seller  
Price per Acre: \$98,253  
Price per Square Foot: \$2.26 per square foot  
Confirmed: Greg Rolwes, a representative of the buying entity.  
Comments: This site is proposed to be improved with a single family residential development.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

**Comparable Land Sale No. 2**

Address: 5261 & 5271 Gutermuth Road  
Cottleville, St. Charles  
County, Missouri

**Description of Property**

Land Area: 31.298 acres or 1,363,336  
square feet  
Lot Dimensions: Irregular  
Zoning: "R-1C", Single Family  
Residential District by the  
City of Cottleville  
Utilities: All available  
Topography: Rolling  
Lot Location: Interior  
Flood Plain: Appears to be located within  
Zone X, an area outside of a  
designated flood hazard area  
Proposed Use: Multi-family residential  
development  
Access: Access is to/from Gutermuth  
Road

**Facts of Sale**

Grantor: Dennis Spellmann GST Exempt  
Residuary Trust and Carol Sue  
Spellmann; and Donald L.  
Wilhite  
Grantee: Upland Real Estate, LLC;  
Fischer & Fritchel Custom  
Homes, LLC; and Consort Homes,  
LLC  
Date of Sale: March 10, 2023  
Consideration: \$3,235,000  
Terms of Sale: Cash to seller  
Price per Acre: \$103,361  
Price per square foot: \$2.37

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

Comments:

This site is being development with a 51 lot single family residential subdivision to be known as Prairie Bluffs. The price points have been reported to be \$486,900 to \$720,900. The development was completed on or about March 1, 2024.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

Comparable Land Sale No. 3

Address: 303 Osprey Court  
Lake St. Louis, St. Charles  
County, Missouri

**Description of Property**

Land Area: 10.908 acres or 475,133 square  
feet  
Lot Dimensions: Irregular  
Zoning: "R3-PUD", Residential 3 Planned  
Unit Development District by  
the City of Lake St. Louis  
Utilities: All available  
Topography: Level  
Lot Location: Corner  
Flood Plain: Appears to be located within  
Zone X, an area outside of a  
designated flood hazard area  
Proposed Use: Single-family residential  
development  
Access: Access is to/from Lake St.  
Louis Boulevard

**Facts of Sale**

Grantor: Lake Forest Investments, LLC  
Grantee: Hawk Ridge Trail Development,  
LLC  
Date of Sale: September 1, 2023  
Consideration: \$1,850,000  
Terms of Sale: Cash to seller  
Price per Acre: \$169,600  
Price per square foot: \$3.89

Comments: This site is being development  
with a 29 lot single family  
residential subdivision to be  
known as Hawk Ridge. The price  
points have been reported to be  
\$439,900 to \$700,000. The  
development was completed on or  
about May 1, 2024.

Persimmon Trace, Weldon Spring, St. Charles County, Missouri

Comparable Land Sale No. 4

Address: 2450 Technology Drive  
Dardenne Prairie, St. Charles  
County, Missouri

**Description of Property**

Land Area: 10.417 acres or 453,757 square  
feet  
Lot Dimensions: Irregular  
Zoning: "R-1D", Single Family  
Residential District by the  
City of Dardenne Prairie  
Utilities: All available  
Topography: Level  
Lot Location: Interior  
Flood Plain: Appears to be located within  
Zone X, an area outside of a  
designated flood hazard area  
Proposed Use: Single-family residential  
development  
Access: Access is to/from Technology  
Drive

**Facts of Sale**

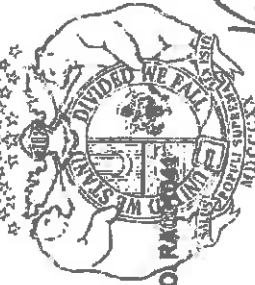
Grantor: Lake Forest Investments, LLC  
Grantee: Hawk Ridge Trail Development,  
LLC  
Date of Sale: December 1, 2023  
Consideration: \$1,250,000  
Terms of Sale: Cash to seller  
Price per Acre: \$119,996  
Price per Square Foot: \$2.75

Comments: This site is being development  
with a 44 lot single family  
residential subdivision to be  
known as Cedarstone. The price  
points have been reported to be  
\$461,900 to \$559,900. The  
development was completed on or  
about May 1, 2025.

# State of Missouri

Missouri Department of Commerce and Insurance  
Division of Professional Registration  
Real Estate Appraisers Commission

## State Certified General Real Estate Appraiser



VALID THROUGH JUNE 30, 2026  
ORIGINAL CERTIFICATE/LICENSE NO. RA-00044

WILLIAM H HEYDEN  
W H HEYDEN & ASSOCIATES  
8730 EAST WATSON RD STE 105  
SAINT LOUIS MO 63126  
USA

*Vanna Bauchner*  
EXECUTIVE DIRECTOR

*Michael Delon*  
DIVISION DIRECTOR

## **PROFESSIONAL QUALIFICATIONS**

**WILLIAM H. HEYDEN, MAI**

### **EXPERIENCE**

Mr. Heyden has been active in the real estate appraisal profession since 1983. His appraisal experience has been in all types of commercial properties including market rate and low income housing tax credit apartment complexes, warehouses, low and high rise office buildings, shopping centers (free standing, neighborhood, and regional), manufacturing buildings, savings and loans, hospitals, sports arenas, and vacant land. Appraisals prepared by Mr. Heyden have been used for such purposes as sale or purchase, allocation of purchase price, loan collateral, foreclosure, sale-leaseback, rental value, and leasehold interest.

### **EMPLOYMENT**

Mr. Heyden formed W. H. Heyden & Associates, a full-service real estate appraisal and consulting firm in August 1993. The firm specializes in commercial as well as residential real estate valuations, and related consulting assignments.

Mr. Heyden was formerly a partner with Ochs-Heyden & Associates from July, 1991 to July, 1993.

From April, 1988, to July, 1991, Mr. Heyden was employed as a commercial real estate appraiser for Equitable Real Estate Investment Management, Inc. Appraisal experience included a wide range of properties such as regional malls, bulk and office warehouses, strip retail centers, suburban and CBD office buildings, and apartments, utilizing various discounted cash flow software programs including Project+.

From April, 1983, to April 1988, Mr. Heyden was employed as a commercial real estate appraiser with the R J Wilson Company, an Omaha, Nebraska based fee appraisal firm. Appraisal experience included virtually all types of income producing properties.

### **CERTIFICATION**

Mr. Heyden is a Missouri State Certified General Real Estate Appraiser No #001041, Kansas State Certified General Real Estate Appraiser No. 1860, and Illinois State Certified General Real Estate Appraiser No. 153001411.

Mr. Heyden is a past member of the Admissions Committee for the St. Louis chapter of the Appraisal Institute. Also, he is a past member of the Regional Ethics Committee of the Appraisal Institute.

## **PROFESSIONAL QUALIFICATIONS (Cont.)**

**WILLIAM H. HEYDEN, MAI**

### **EDUCATION**

Mr. Heyden attended Nebraska University at Omaha, receiving his Bachelor of Science degree in Business Administration with specializations in Real Estate and Business Management. He was awarded the top undergraduate of the real estate college in the spring semester of 1981. He has also taken several courses offered by the American Institute of Real Estate Appraisers toward a professional designation. These include Real Estate Appraisal Principles, Basic Valuation, Capitalization Theory and Technique I & II, Case Studies in Real Estate Valuation Analysis. Awarded passing grade for demonstration report: 4/18/90 - American Institute. Awarded passing grade for MAI comprehensive exam: 10/2/90 - American Institute.

### **DESIGNATIONS**

Member Appraisal Institute Designation (MAI).

Clients personally served by Mr. Heyden include:

Arbor Commercial Mortgage  
GE Capital Corporation  
United States Postal Service  
Fannie Mae  
Bank of America  
Commerce Bank  
Royal Bank  
First Mid Illinois  
American Express Capital  
National Life of Vermont  
Triad Capital Advisers  
Grandbridge Capital  
Capital One  
The Kroenke Group  
Wells Fargo Bank  
Enterprise Bank  
PNC Bank  
Northmarq Capital  
Busey Bank  
Reliance Bank  
Prudential Life Insurance Co.  
Simmons Bank  
Amerisphere  
Citizens National Bank

Northmarq Capital  
Cass Commercial Bank  
First National Bank  
UNUM Life Insurance Company  
Freddie Mac  
Ameritas Life Insurance Company  
General Growth Development  
Federal Deposit Ins. Corp.  
CALPERS Retirement Fund  
MODOT  
University of Missouri  
State Farm Life Insurance Company  
Firststar Bank  
Sun Life of Canada  
American United Life Insurance  
Bankers Trust  
First Bank  
Missouri Housing  
University of Missouri at St. Louis  
JP Morgan  
Associated Bank  
Carrollton Bank  
Great Southern Bank  
Missouri Housing Development Commission



**Exhibit C**  
**Ozark Way Sidewalk**



1	PROJECT & CITY COMMENTS (1/1/2024)
2	REVISIONS AND COMMENTS
3	DATE
4	BY
5	CHKD BY
6	DATE

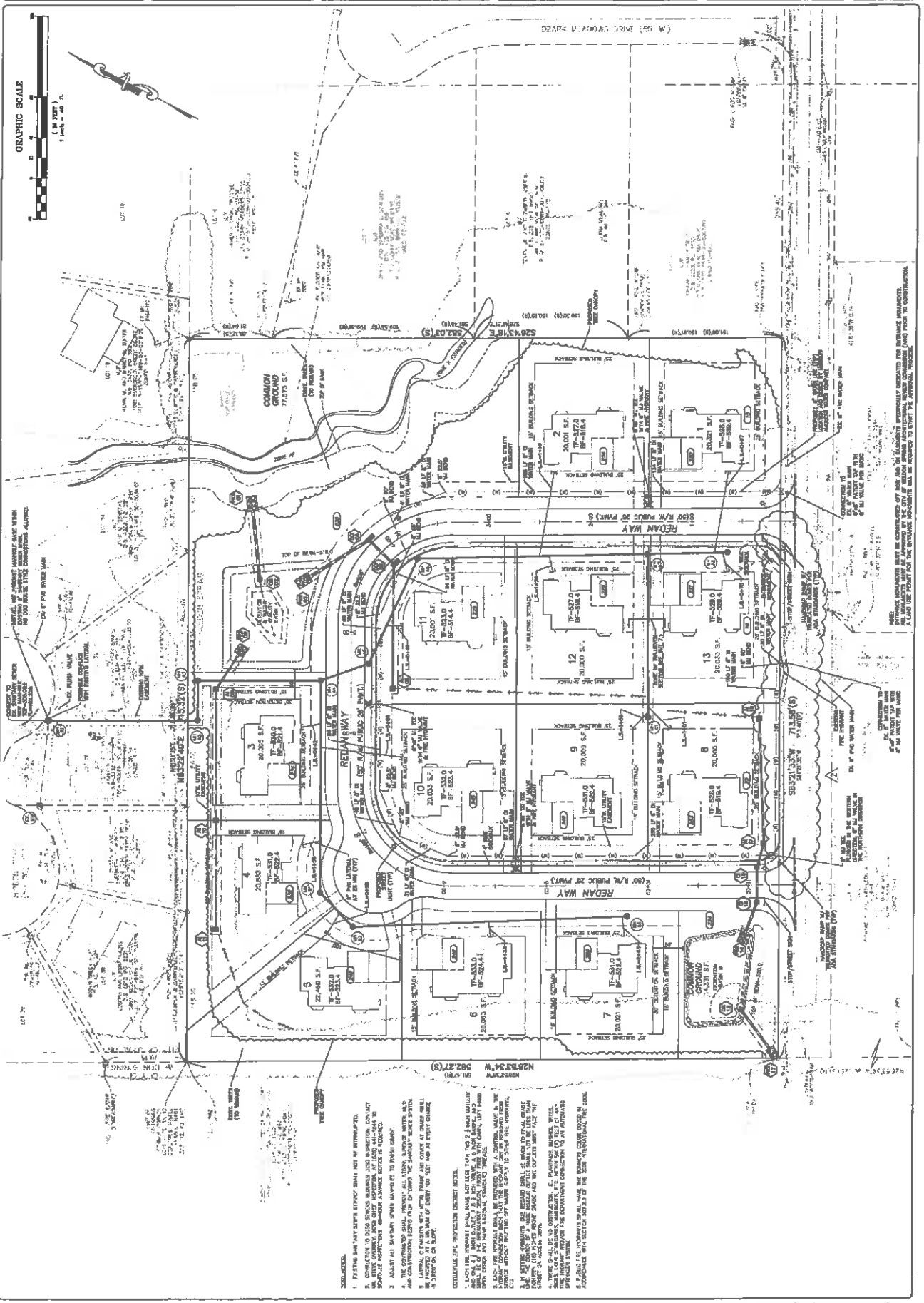
**Parker & Pritchard**  
 835 Trade Center Blvd, Suite 200  
 Channahon, Illinois 61008  
 Phone: 815.466.8000

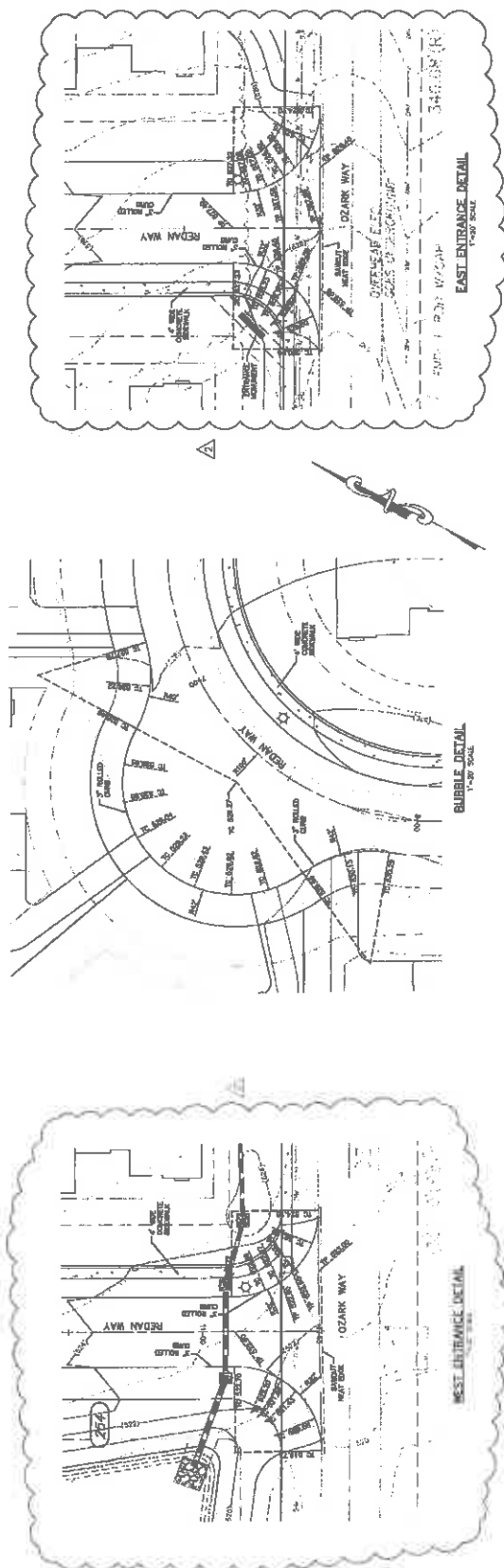
**THE STERLING CO.**  
 ENGINEERS & SURVEYORS  
 6001 Main Street, Suite 100  
 St. Louis, Missouri 63112  
 Phone: 314.467.4000  
 Fax: 314.467.4000  
 Corporate Customers of Surveying 800.713.4000

**Persimmon Trace**  
 SITE PLAN  
 Chase Hwy, Western Springs, Illinois



File No. **23-08-218**  
 Date: **3/27/2025**  
 Project: **5.1**  
 Drawn by: **MP**  
 Checked by: **MP**





**Exhibit D**  
**Irrevocable Offer of Dedication**

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[SPACE ABOVE LINE RESERVED FOR RECORDER'S OFFICE]

1. Name of Document: Irrevocable Offer of Dedication-Persimmon Trace
2. Date of Document: As of \_\_\_\_\_, 2025
3. Grantor: Fischer & Frichtel Custom Homes, LLC,  
a Missouri limited liability company  
695 Trade Center Boulevard, Suite 200  
Chesterfield, Missouri 63005
4. Grantee: City of Weldon Spring, Missouri,  
a municipal corporation and political subdivision  
of the State of Missouri  
5401 Independence Road  
Weldon Spring, Missouri 63304
5. Legal Description: See Page 1
6. Reference Book and Page: N/A

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo. 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Irrevocable Offer of Dedication-Persimmon Trace. In the event of a conflict between the provisions of the attached Irrevocable Offer of Dedication-Persimmon Trace and the provisions of this cover page, the attached Irrevocable Offer of Dedication-Persimmon Trace shall prevail and control.

## **IRREVOCABLE OFFER OF DEDICATION - PERSIMMON TRACE**

The undersigned, Fischer & Frichtel Custom Homes, LLC, a Missouri limited liability company ("Grantor"), owner of the real property (the "Property") located in the City of Weldon Spring, County of St. Charles, State of Missouri, described as follows:

### **PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):**

A TRACT OF LAND BEING PART OF LOT 9 OF THE SUBDIVISION OF JOHN D. COALTER'S HOWELL PRAIRIE TRACT (CAB. H2, PAGE 141), IN U.S. SURVEY 1669, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WELDON SPRING, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE COMMON CORNER OF LOTS 9, 10, 11, AND 12 OF THE ABOVEMENTIONED COALTER'S HOWELL PRAIRIE TRACT, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF HIDDEN CREEK PLAT 1, AS RECORDED IN PLAT BOOK 40, PAGE 297 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE, THENCE LEAVING SAID CORNER ALONG THE SOUTH LINE OF SAID HIDDEN CREEK PLAT 1, NORTH 63°22'40" EAST, 715.32 FEET TO A FOUND IRON PIPE AT THE NORTHWEST CORNER OF OZARK MEADOWS, AS RECORDED IN PLAT BOOK 30, PAGE 146 OF SAID RECORDS OFFICE, THENCE LEAVING SAID CORNER ALONG THE WEST LINE OF SAID OZARK MEADOWS, SOUTH 26°43'18" EAST, 582.03 FEET TO THE SOUTHWEST CORNER OF SAID OZARK MEADOWS, SAID CORNER BEING ON THE NORTH RIGHT-OF-WAY LINE OF OZARK (50' WIDE) WAY, WHERE A FOUND IRON PIPE BEARS SOUTH 26°43'18" EAST, 0.48 FEET, THENCE LEAVING SAID CORNER ALONG THE NORTH RIGHT-OF-WAY LINE OF OZARK WAY, SOUTH 63°21'33" WEST, 713.58 FEET TO THE EAST LINE OF PROPERTY NOW OR FORMERLY TO ELBERT HAENSSLER, TRUSTEE OF THE ELBERT HAENSSLER REVOCABLE LIVING TRUST U/A MAY 22, 1992, AS RECORDED IN DEED BOOK 1453, PAGE 693 OF SAID RECORDS, WHERE A IRON ROD WAS FOUND, THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE EAST LINE OF SAID HAENSSLER PROPERTY, NORTH 26°53'34" WEST, 582.27 FEET TO THE POINT OF BEGINNING AND CONTAINS 415,915 SQUARE FEET OR 9.548 ACRES MORE OR LESS ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF DECEMBER 2023, UNDER PROJECT NUMBER 23-08-218

does hereby irrevocably offer to dedicate to the City of Weldon Spring, Missouri, a municipal corporation and political subdivision of the State of Missouri ("Grantee") the portion of the Property described on Exhibit A attached hereto and incorporated herein by reference (the "Dedication Area").

This Irrevocable Offer of Dedication is made on behalf of and shall bind Grantor and its successors and assigns, and constitutes an offer to dedicate the Dedication Area to Grantee for the use and benefit of the public including, but not limited to, as a perpetual right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, for the construction, operation, use, maintenance, inspection, repair, alteration and replacement of a paved road within the boundaries of the Dedication Area and for all other purposes for which a public street, right-of-way and easement is commonly used including, without limitation, all uses permitted by the laws of the State of Missouri and the Grantee's Ordinances. This Irrevocable Offer of Dedication shall be irrevocable, and shall not be revoked by Grantor or its successors and assigns; provided, however, Grantor and its successors and assigns reserve and shall have the right to use the Dedication Area for any and all uses except the erection or construction of a building thereon until such time as Grantee shall, without further action on Grantor's part or the part of its successors or assigns, accept this offer and record a certificate of acceptance.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Irrevocable Offer of Dedication as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR: FISCHER & FRICHTEL CUSTOM HOMES, LLC, a Missouri limited liability company

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF ST. LOUIS    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_ of Fischer & Frichtel Custom Homes, LLC, a Missouri limited liability company, known to me to be the person who executed the within Irrevocable Offer of Dedication-Persimmon Trace in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My commission expires: \_\_\_\_\_  
Notary Public



## **EXHIBIT A**

### **PROPERTY DESCRIPTION: Redan Way – Right of Way**

A TRACT OF LAND BEING PART OF LOT 9 OF THE SUBDIVISION OF JOHN D. COALTER'S HOWELL PRAIRIE TRACT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET H2, PAGE 141 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEY 1669, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WELDON SPRING, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 OF "OZARK MEADOWS", A SUBDIVISION RECORDED IN PLAT BOOK 30 PAGE 146 OF THE ABOVEMENTIONED RECORDS, SAID CORNER BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF OZARK WAY (50 FEET WIDE); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 63°21'33" WEST, 136.89 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 63°21'33" WEST, 90.00 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, AND PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: ALONG AN ARC CONCAVE TO THE NORTHWEST, AN ARC LENGTH OF 31.44 FEET, A RADIUS OF 20.00 FEET, THE CHORD OF WHICH BEARS NORTH 18°19'07" EAST, 28.30 FEET TO A POINT OF TANGENCY; NORTH 26°43'18" WEST, 300.70 FEET TO A POINT OF TANGENCY; ALONG AN ARC CONCAVE TO THE SOUTH, AN ARC LENGTH OF 117.68 FEET, A RADIUS OF 75.00 FEET, THE CHORD OF WHICH BEARS NORTH 71°40'19" WEST, 105.97 FEET TO A POINT OF TANGENCY; SOUTH 63°22'40" WEST, 160.00 FEET TO A POINT OF CURVATURE; ALONG AN ARC CONCAVE TO THE EAST, AN ARC LENGTH OF 117.94 FEET, A RADIUS OF 75.00 FEET, THE CHORD OF WHICH BEARS SOUTH 18°19'41" WEST, 106.16 FEET TO A POINT OF TANGENCY; SOUTH 26°43'18" EAST, 300.60 FEET TO A POINT OF CURVATURE; AND ALONG AN ARC CONCAVE TO THE NORTH, AN ARC LENGTH OF 31.39 FEET, A RADIUS OF 20.00 FEET, THE CHORD OF WHICH BEARS SOUTH 71°40'53" EAST, 28.26 FEET TO A POINT OF CUSP LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF THE ABOVEMENTIONED OZARK WAY; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH 63°21'33" WEST, 90.00 FEET TO A POINT OF CUSP; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE AND PROCEEDING THE FOLLOWING COURSES, DISTANCES, AND CURVES: ALONG AN ARC CONCAVE TO THE NORTHWEST, AN ARC LENGTH OF 31.44 FEET, A RADIUS OF 20.00 FEET, THE CHORD OF WHICH BEARS NORTH 18°19'07" EAST, 28.30 FEET TO A POINT OF TANGENCY; NORTH 26°43'18" WEST, 300.48 FEET TO A POINT OF CURVATURE; ALONG AN ARC CONCAVE TO THE EAST, AN ARC LENGTH OF 20.61 FEET, A RADIUS OF 125.00 FEET, THE CHORD OF WHICH BEARS NORTH 21°59'56" WEST, 20.58 FEET TO A POINT OF REVERSE CURVATURE; ALONG AN ARC CONCAVE TO THE WEST, AN ARC LENGTH OF 23.73 FEET, A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 39°55'58" WEST, 23.11 FEET TO A POINT OF REVERSE CURVATURE; ALONG AN ARC CONCAVE TO THE EAST, AN ARC LENGTH OF 145.56 FEET, A RADIUS OF 54.00 FEET, THE CHORD OF WHICH BEARS NORTH 14°37'43" EAST, 105.32 FEET TO A POINT OF REVERSE CURVATURE; ALONG AN ARC CONCAVE TO THE NORTH, AN ARC LENGTH OF 23.73 FEET, A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 69°11'24" EAST, 23.11 TO A POINT OF REVERSE CURVATURE; ALONG AN ARC CONCAVE TO THE SOUTH, AN ARC LENGTH OF 36.75 FEET, A RADIUS OF 125.00 FEET, THE CHORD OF WHICH BEARS NORTH 54°57'20" EAST, 36.62 FEET TO A POINT OF TANGENCY; NORTH 63°22'40" EAST, 160.00 FEET TO A POINT OF CURVATURE; ALONG AN ARC CONCAVE TO THE SOUTH, AN ARC LENGTH OF 196.13 FEET, A RADIUS OF 125.00 FEET, THE CHORD OF WHICH BEARS SOUTH 71°40'19" EAST, 176.62 FEET TO A POINT OF TANGENCY; SOUTH 26°43'18" EAST, 300.83 FEET TO A POINT OF CURVATURE; AND ALONG AN ARC CONCAVE TO THE NORTHEAST, AN ARC LENGTH OF 31.39 FEET, A RADIUS OF 20.00 FEET, THE CHORD OF WHICH BEARS SOUTH 71°40'53" EAST. 28.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 59,891 SQUARE FEET (1.375 ACRES) MORE OR LESS, ACCORDING TO THE RESULTS OF A SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF DECEMBER 2023, UNDER PROJECT NUMBER 23-08-218.

## Release of Cash Escrow

To: Andrew Johns, City Treasurer

Cc: Don Stolberg, City Administrator and Marty Berdinka, Code Enforcement Inspector

Re: Land Use Permit, A-22-074 at 1010 Wolfrum Road

Please initiate the process for the release of the \$10,000.00 cash escrow for the Scrubbles Car Wash located at 1010 Wolfrum Road to Scrubbles Express Wash Wolfrum LLC. The control number is 23-0025 and the receipt number is 4665.

Final inspections were made to ensure compliance with the Land Use Permit requirements on April 25 and May 24, 2024 and June 19, 2025 for the Car Wash Facility at 1010 Wolfrum Road by Steve Lauer and Marty Berdinka.

If you have any questions concerning this matter, please let me know.

Steve Lauer  
City Planner  
Weldon Spring, MO